

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM315291

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Corner Investment Propco, LLC | | 08/26/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | 3535 LV NewCo, LLC | | |
| Street Address: | ONE CAESARS PALACE DRIVE | | |
| City: | LAS VEGAS | | |
| State/Country: | NEVADA | | |
| Postal Code: | 89109 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86186456 | TAG LOUNGE & BAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | mmakover@paulweiss.com, dewilliams@paulweiss.com | | |
| Correspondent Name: | Matthew S. Makover | | |
| Address Line 1: | 1285 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10019-6064 | | |
| ATTORNEY DOCKET NUMBER: | 19717-041 | | |
| NAME OF SUBMITTER: | Matthew S. Makover | | |
| SIGNATURE: | /Matthew S. Makover/ | | |
| DATE SIGNED: | 08/27/2014 | | |
| Total Attachments: 6 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of August 26, 2014, is made by and between Corner Investment Propco, LLC, a Delaware limited liability company ("Assignor") and 3535 LV NewCo, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, on May 5, 2014 (the "Assignment Date"), Assignor entered into that certain Trademark Assignment Agreement (the "Cromwell Assignment Agreement") with Caesars License Company, LLC ("CLC"), pursuant to which Assignor purchased and accepted all of CLC's right, title and interest in and to certain trademarks, including the trademark listed on Schedule A hereto, and including all goodwill associated therewith (the "Trademark");

WHEREAS, concurrently with the execution of the Cromwell Assignment Agreement, CLC entered into that certain Trademark Assignment Agreement (the "Quad Topco Assignment Agreement") with 3535 LV Corp. ("Quad Topco"), pursuant to which Quad Topco purchased and accepted all of CLC's right, title and interest in and to certain trademarks, including all goodwill associated therewith (the "Quad Trademarks");

WHEREAS, immediately after the execution of the Quad Topco Assignment Agreement, Quad Topco entered into that certain Trademark Assignment Agreement (the "Quad Parent Assignment Agreement") with 3535 LV Parent, LLC ("Quad Parent"), pursuant to which Quad Parent purchased and accepted all of Quad Topco's right, title and interest in and to the Quad Trademarks;

WHEREAS, immediately after the execution of the Quad Parent Assignment Agreement, Quad Parent entered into that certain Trademark Assignment Agreement (the "Quad Newco Assignment Agreement") and, together with the Quad Topco Assignment Agreement and the Quad Parent Assignment Agreement, the "Quad Assignment Agreements") with Assignee, pursuant to which Assignee purchased and accepted all of Quad Parent's right, title and interest in and to the Quad Trademarks;

WHEREAS, Assignor and Assignee are affiliates;

WHEREAS, the Trademark is in fact a Quad Trademark and was incorrectly listed on the schedules to the Cromwell Assignment Agreement and assigned in error to Assignor on the Assignment Date, when in fact the Trademark should have been listed on the schedules to the Quad Assignment Agreements as a Quad Trademark and assigned from CLC to Quad Topco, from Quad Topco to Quad Parent, and from Quad Parent to Assignee on the Assignment Date; and

WHEREAS, pursuant to this Assignment, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in, to and under, the Trademark for the sole purpose of correcting the prior assignments that took place on the Assignment Date and for no other consideration or purpose.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein solely for the purpose of correcting the prior assignments under the Cromwell Assignment Agreement and the Quad Assignment Agreements (collectively, the “May 5 Assignment Agreements”), the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in and to the Trademark, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademark, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights and proceeds of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Trademark. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademark.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee’s sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee’s right, title and interest in and to the Trademark, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment and the May 5 Assignment Agreements constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Other than as set forth herein, nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the May 5 Assignment Agreements (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the May 5 Assignment Agreements). This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under

such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law, Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

CORNER INVESTMENT PROPCO, LLC

By: Corner Investment Holdings, LLC
its Sole Member

By: Corner Investment Company, LLC
its Sole Member


By: Caesars Growth Cromwell, LLC
its Sole Member

By: Caesars Growth Properties Holdings, LLC
its Sole Member

By: Caesars Growth Properties Parent, LLC
its Sole Member

By: Caesars Growth Partners, LLC
its Sole Member

By: Caesars Acquisition Company
its Managing Member

By: 
Name: Craig Abrahams
Title: Chief Financial Officer

ASSIGNEE:

3535 LV NEWCO, LLC

By: Caesars Growth Quad, LLC
its Sole Member

By: Caesars Growth Properties Holdings, LLC
its Sole Member

By: Caesars Growth Properties Parent, LLC
its Sole Member

By: Caesars Growth Partners, LLC
its Sole Member

By: Caesars Acquisition Company
its Managing Member

By: 
Name: Craig Abrahams
Title: Chief Financial Officer

Schedule A

Trademark

| Mark | Registration Number (or Application Number if not yet registered) | Registration Date (or Application Date if not yet registered) | Jurisdiction |
|------------------|---|---|--------------|
| Tag Lounge & Bar | 86/186456 | 2/6/2014 | US Federal |